

**GRANTOR:**

Five Star Homes, Inc.

Loan# 70000079

**LENDER:**

First Bank of the Delta, N. A.

**EXTENSION AND MODIFICATION AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

**THIS AGREEMENT** made and entered into by and between **FIRST BANK OF THE DELTA, N. A.**, an Arkansas Corporation (hereinafter referred to as "**Lender**") and **Five Star Homes, Inc.**, hereinafter referred to as "**Grantor**", whether one or more.

**BACKGROUND OF LOAN.** On the 22nd day of September, 2006, **Grantor** executed a promissory note (hereinafter referred to as "**note**") in favor of **Lender**, evidence an indebtedness owed to Lender in the original sum of \$472,500 the repayment of which is secured by a Deed of Trust/Mortgage from **Grantor** in favor of **Lender**, dated the 22nd day of September, 2006 and filed for record the 19th day of October, 2006 in the office of the Recorder of Desoto County, Mississippi, in Mortgagee Record Book 2,587 at Page 445 and covering the following described real property situated in Desoto County, Mississippi, to wit:

Lots 217, 218, 219, 220, 226, 227, 243, 244 and 245, The Golf Villas of Crumpler Place PUD,, situated in Section 32, Township 1 South, Range 6 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 65, Page 35, in the office of the Chancery Clerk of Desoto County, Mississippi.

First Bank, N.A.  
SH

**EXTENSION AND MODIFICATION.** The parties hereby mutually agree as follows: The note maturity is hereby extended to the 22nd day of November, 2007, and shall be due and payable as follows:

Accrued interest is due and payable monthly, beginning October 22, 2007. All unpaid principal and accrued interest is due and payable on the maturity date of November 22, 2007.

**CONTINUATION OF ALL OTHER TERMS AND CONDITIONS.** The Deed of Trust/Mortgage is hereby extended and modified so that it continues as security for the note in accordance with their respective terms and provisions, as herein extended and modified. All other terms and conditions contained in the said Deed of Trust/Mortgage and note, not specifically referred to and modified herein, continue in full force and effect.

**NO OBLIGATION FOR FURTHER EXTENSIONS.** Grantor acknowledges that Lender is under no obligation to grant any additional or future extensions, renewals, or forbearance upon maturity of this indebtedness.

IN WITNESS WHEREOF, the parties have executed this Agreement this 26 day of

Oct, 2007

(LENDER)

First Bank of the Delta, N.A.

BY

John H. Cunningham  
John H. Cunningham  
Sr. Vice President

(GRANTOR)

Five Star Homes, Inc.

BY:

Wesley Thompson  
Wesley Thompson,  
President of Five Star Homes, Inc.

BY:

Donna Thompson  
Donna Thompson,  
Secretary of Five Star Homes, Inc.

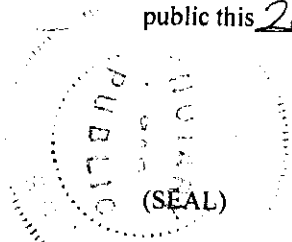
First Bank

**ACKNOWLEDGEMENT**

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

**BE IT REMEMBERED** that on this day appeared in person before the undersigned, a notary public within and for the county and state aforesaid, duly commissioned, qualified and acting John H. Cunningham to me well known to be the Senior Vice President of First Bank of the Delta, N. A., an Arkansas corporation, and stated that he/she as such officer, being authorized to do so by a resolution of the Board of Directors of said corporation, had executed the foregoing instrument for the uses, purposes, considerations and in the capacities therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as such notary public this 26<sup>th</sup> day of October, 2007

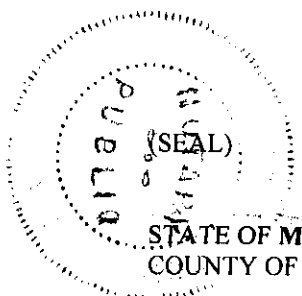


*John H. Cunningham*  
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT 7, 2008  
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 26<sup>th</sup> day of October, 2007, the within named WESLEY THOMPSON who acknowledged to me that he is PRESIDENT of FIVE STAR HOMES, INC., a Mississippi Limited Liability Company, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

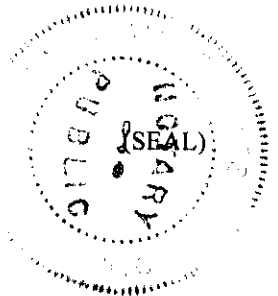


*John H. Cunningham*  
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT 7, 2008  
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 26<sup>th</sup> day of October, 2007, the within named DONNA THOMPSON who acknowledged to me that she is SECRETARY of FIVE STAR HOMES, INC., a Mississippi Limited Liability Company, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.



*John H. Cunningham*  
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT 7, 2008  
BONDED THRU STEGALL NOTARY SERVICE